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10 Spotlight Ticket Management, Inc.

11 **UNITED STATES DISTRICT COURT**
12 **CENTRAL DISTRICT OF CALIFORNIA**

13 SPOTLIGHT TICKET
14 MANAGEMENT, INC., a Delaware
15 corporation,

16 Plaintiff,

17 v.

18 CONCIERGE LIVE, LLC, a Georgia
19 corporation;

20 Defendant.
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CASE NO.: 2:24-CV-00859-WLH-SSC

**SECOND AMENDED COMPLAINT
FOR:**

- (1) False Advertising under The Lanham Act (15 U.S.C. § 1125(a)(1)(B))
- (2) False Advertising under Cal. Bus. & Prof. Code §17500 *et. seq.*
- (3) Unfair Competition under Cal. Bus. & Prof. Code § 17200 *et. seq.*
- (4) Intentional Interference with Contractual Relations
- (5) Intentional Interference with Prospective Economic Advantage

JURY TRIAL DEMANDED

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Plaintiff Spotlight Ticket Management, Inc. (“Spotlight”), by its attorneys, brings this action against Concierge Live, LLC (“Concierge Live”), for false advertising in violation of the Lanham Act (15 U.S.C. §§ 1051, *et seq.*) and California Business and Professions Code § 17500 *et seq.*, unfair competition in violation of the California Business and Professions Code § 17200 *et seq.*, intentional interference with contractual relations, and intentional interference with prospective economic advantage, and alleges the following upon information and belief, except as to those paragraphs pertaining to Spotlight’s own actions, which are alleged upon personal knowledge:

I. THE PARTIES

1. Spotlight is a Delaware corporation with its principal place of business at 256635 West Agoura Road, Calabasas, California 91302.

2. Spotlight does business as “TicketManager.”

3. Concierge Live is a Georgia limited liability company with a principal place of business at 931 Monroe Drive NE, Atlanta, Georgia 30308.

4. Upon information and belief, none of the members of Concierge Live are residents or citizens of California or Delaware.

II. JURISDICTION AND VENUE

5. This case is a civil action arising under the Lanham Act, 15 U.S.C. § 1051, *et seq.*, and California statutory and common law.

6. This Court has subject matter jurisdiction over the federal claims in this complaint pursuant to 15 U.S.C. § 1121 (action arising under the Lanham Act), 15 U.S.C. § 1125(a)(1)(B) (false description in commerce), 28 U.S.C. § 1331 (federal question), and 28 U.S.C. § 1338(b) (substantial and related claim under the Lanham Act). This Court has also subject matter jurisdiction over these claims pursuant to 28 U.S.C. § 1332, as Spotlight and Concierge Live are citizens of different states and because the matter in controversy exceeds \$75,000.

1 7. This Court has supplemental jurisdiction over the claims arising under
2 California law pursuant to 28 U.S.C. §§ 1338(b) and 1367(a) because the asserted
3 state law claims are substantially related to the claims arising under the Lanham Act
4 such that they form part of the same case or controversy.

5 8. This Court has personal jurisdiction over Concierge Live because: (a)
6 Concierge Live conducts business within California and this judicial district; (b) the
7 causes of action asserted in this complaint arise out of Concierge Live's contacts
8 with California and this judicial district; (c) Concierge Live has caused tortious
9 injury to Spotlight in California and in this judicial district; and (d) Concierge Live
10 has undertaken acts of unfair competition and false advertising that were directed at
11 California with knowledge that the brunt of injury would be felt by Spotlight in
12 California.

13 9. Concierge Live has made misrepresentations to many California
14 businesses in pitching its services that resulted in injuries to Spotlight being felt
15 within the State of California.

16 10. As discussed herein, the tortious activity discussed herein giving rise to
17 Spotlight's causes of action were made in soliciting business from California
18 companies that resulted in Spotlight losing business and business opportunities.

19 11. Upon information and belief, Concierge Live knew Spotlight was
20 located in California and that its tortious actions would be felt by Spotlight in
21 California.

22 12. Venue is proper under 28 U.S.C. § 1391 because a substantial part of
23 the events or omissions giving rise to the claims occurred in this judicial district, and
24 a substantial part of property that is the subject of the action is situated in this judicial
25 district.

26 **III. FACTUAL ALLEGATIONS**

27 **A. Spotlight's Business**

1 13. Spotlight was founded in 2007 as a software startup to connect
2 corporations and their customers with ticket and event management solutions.

3 14. Since then, Spotlight has grown to managing and automating over 30
4 million invitations, registrations, and tickets annually.

5 15. Spotlight serves its clients by managing ticket inventories and events,
6 providing the systems for ticket delivery and fulfillment, as well as the technology
7 for mobile entry into events.

8 16. Spotlight also partners directly with professional and college sport
9 teams, venues, and well-known third-party ticketing and event management
10 applications to give Spotlight's customers and partners both a platform and the
11 resources necessary to manage, analyze, and resell tickets.

12 17. In addition to managing ticket inventories for companies, venues, and
13 teams, Spotlight creates and manages loyalty programs that enable Spotlight's users
14 to reward their own clients, prospects, and employees with live events.

15 18. Spotlight also manages analytical technology that provides its users
16 with data reporting on factors such as who used the tickets and why, which allows
17 Spotlight customers to reduce waste and drive greater and new return on investment.

18 **B. Spotlight's Partnership with Ticketmaster**

19
20 19. Ticketmaster Entertainment, LLC ("Ticketmaster") is a preeminent
21 ticket sales and distribution company that sells tickets for live entertainment events
22 to the general public on behalf of its clients through its website, mobile app, and
23 telephone call centers.

24 20. In October of 2016, Spotlight and Ticketmaster entered into a
25 Registered Vendor and Affiliate Agreement (the "Agreement"), whereby Spotlight
26 was granted the exclusive right to directly integrate its technology with
27 Ticketmaster's software and systems platform.

1 21. Pursuant to the terms of the Agreement, Ticketmaster also agreed that
2 Spotlight shall be the exclusive ticket management platform for Ticketmaster for the
3 business event and corporate ticket management category.

4 22. Through this partnership, Ticketmaster and Spotlight enable companies
5 to integrate tickets directly with their team and venue providers with technology
6 including the discovery of inventory, transfer of mobile tickets, and attendance scan
7 information in real time.

8 23. Simply put, Spotlight is the only company that has Ticketmaster
9 integration for business events and corporate ticket management— that is, the ability
10 to access Ticketmaster’s application programming interfaces (“APIs”) to
11 automatically and directly move Ticketmaster tickets without needing to go through
12 the Ticketmaster website to do so.

13 24. Spotlight pays Ticketmaster a significant annual fee each year in
14 exchange for this exclusive integrated partnership, in addition to a percentage of
15 annual revenue earned by Spotlight.

16 25. To date, Spotlight has paid millions of dollars for the right to be the
17 exclusive corporate ticket management platform for Ticketmaster and the only
18 company to be directly integrated with Ticketmaster’s software and systems
19 platform.

20 26. Both Spotlight and Ticketmaster have publicized their exclusive
21 integration partnership and it is well known in the industry.

22 27. Spotlight’s exclusive integration partnership with Ticketmaster
23 provides Spotlight with a significant competitive edge in relation to its competitors.

24 28. The Agreement and Spotlight’s exclusive integration partnership with
25 Ticketmaster remains in full force and effect today.

26 **C. Concierge Live and its Sordid History**
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29. Concierge Live was founded in 2008 by Ben Johnson (“Johnson”), Tren Hopkins (“Hopkins”), and Jason Nissen (“Nissen”).

30. In 2017, Nissen, who at the time was the Chief Executive Officer of Concierge Live, was arrested and charged by the United States Attorney’s Office for the Southern District of New York with defrauding victims out of at least \$70,000,000 by falsely representing that he was using victims’ money to further a profitable, multi-million dollar wholesale ticket business, but actually spending the victims’ money on himself.¹

31. For orchestrating what the Federal Bureau of Investigation referred to as a Ponzi scheme, Nissen was sentenced to more than two years in prison. Concierge Live was ultimately placed into bankruptcy as a result.

32. Concierge Live was purchased out of bankruptcy by Guinio Volpone (“Volpone”), who today serves as the Chairman of Concierge Live in addition to owning the business.²

33. Hopkins remained with Concierge Live through February of 2022.

34. Volpone is a ticket broker with his own history of alleged unfair and deceptive business practices.

35. For example, in 2016, Volpone was sued by the Multipurpose Civic Center Facility Board for Pulaski County, which owns the Simmons Bank Arena in Arkansas, for allegedly deceiving ticket buyers through an online scraping venture.³

¹ See <https://www.justice.gov/usao-sdny/pr/ceo-and-president-premium-ticket-resale-business-charged-engaging-multimillion-dollar> (last accessed Jan. 31, 2024).

² See <https://www.concierge.live/about-concierge-live> (last accessed Jan. 31, 2024).

³ See <https://www.arkansasbusiness.com/article/112975/scalper-sued-for-vexing-verizon-visitors> (last accessed Jan. 31, 2024).

1 36. Moreover, in 2017, Volpone was named in a suit filed by Broker
2 Genius, Inc. (“Broker Genius”) against Drew Gainor (“Gainor”) and Seat Scouts
3 LLC (“Seat Scouts”), which Gainor co-founded and which Volpone partially owned,
4 alleging that Seat Scouts stole technology from Broker Genius and rebranded it as
5 their own product. *See Broker Genius, Inc. v. Guinio Volpone et al.*, No. 17-cv-8627
6 (S.D.N.Y.).

7 37. Then, in January of 2019, Seat Scouts and Gainor were hit with a
8 \$4,500,000 judgment following a jury trial.⁴

9 38. Broker Genius thereafter absorbed Seat Scouts and changed the name
10 to Automatiq.

11 39. Volpone currently serves as a Director on Automatiq’s Board of
12 Directors.⁵

13 40. Gainor remains the current Chief Product Officer of Automatiq. He has
14 also served as an advisor to Concierge Live since 2017.

15 41. Additionally, in September of 2019, the Consumer Protection Division
16 of the Office of the Attorney General of Maryland filed charges against Volpone and
17 Event Ticket Sales, LLC (“ETS”), which sold secondary market event tickets online
18 and which was also owned by Volpone, for violating Maryland’s Consumer
19 Protection Act and Interference with Internet Ticket Sales law by deceiving
20 consumers into believing that they were selling tickets on behalf of or were otherwise
21 affiliated with the relevant venues, events, or entertainers, when they were not, and
22 inducing consumers to overpay for the tickets.⁶

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25 ⁴ See <https://www.ticketnews.com/2019/01/broker-genius-trial-seat-scouts-judgement/> (last accessed Jan. 31, 2024).

26 ⁵ See <https://automatiq.com/company/> (last accessed Jan. 31, 2024).

27 ⁶ See www.marylandattorneygeneral.gov/News%20Documents/092619_SOC.pdf
28 (last accessed Jan. 31, 2024).

42. Volpone and his company settled their charges with the Maryland Consumer Protection Division, which included restitution to deceived consumers.⁷

43. Next, in or about 2020, Volpone and ETS were investigated by the Pennsylvania Office of the Attorney General for charging hidden fees and refusing to honor its refund policies. A settlement was reached in November of 2020, which included an Assurance of Voluntary Compliance and a suspended penalty.⁸

44. Finally, ETS was also investigated by the Office of the Attorney General for the State of New York for illegal business practices involving refunds, which was settled in September of 2021.⁹

45. Concierge Live's current Chief Executive Officer is Brian Basloe ("Basloe"), who joined the company in 2019.

D. Concierge Live's Fraudulent and Deceptive Actions

46. Since at least 2019, Concierge Live has been publicly and falsely representing and advertising through marketing materials and direct communications with potential clients that (i) Concierge Live has the same integration with Ticketmaster as Spotlight, (ii) Concierge Live has the contractual right from Ticketmaster to use Ticketmaster's API for commercial purposes, (iii) Concierge Live has the same functionality as Spotlight, and (iv) Spotlight's relationship with Ticketmaster is merely a marketing agreement. None of these representations are true.

⁷ See <https://www.nottinghammd.com/2019/12/05/attorney-general-frosh-announces-settlement-with-event-ticket-sales-llc-guinio-volpone/> (last accessed Jan. 31, 2024).

⁸ See https://www.northcentralpa.com/news/refunds-available-after-ag-s-office-reaches-settlement-with-online-ticket-vendor/article_f536d97e-2d52-11eb-81d1-7b9750b4e20e.html (last accessed Jan. 31, 2024).

⁹ See https://ag.ny.gov/sites/default/files/2021.09.20_event_ticket_sales_aod_fully_executed.pdf (last accessed Jan. 31, 2024).

47. Concierge Live amplifies these misrepresentations through numerous statements on its website (<https://support.concierge.live.com/hc/en-us>) .

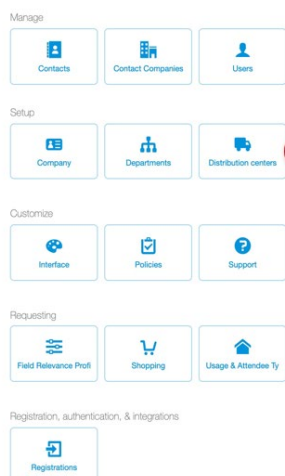
48. On Concierge Live’s website, on a page titled *How do I add Ticketmaster inventory into Concierge Live*, Concierge Live falsely states: “For Ticketmaster accounts, Concierge Live offers integration which will automatically create your Ticketmaster account’s inventory” and that “[t]he integration process will create the tickets in Concierge Live...” (**Exhibit A.**)¹⁰

49. The page indicates that it was uploaded on October 9, 2019, and was last updated four years ago – so in or about January of 2020.

50. Embedded in Concierge Live’s *How do I add Ticketmaster inventory into Concierge Live* webpage is a presentation deck which purports to “show[] how to integrate your Ticketmaster accounts into Concierge Live.” This presentation deck is titled *Ticketmaster Integration (setup) – May 2020.* (**Exhibit B.**)

51. This presentation purports to take users step by step through an integration process with Ticketmaster that simply does not exist. For example:

Ticketmaster Mobile Integration



Only ticket admin with access to the “Setup” section can integrate Ticketmaster (TM) accounts. To edit, delete or add a Ticketmaster account, click the “Ticketmaster account” button.

The benefits of a ticket admin integrating a Ticketmaster account include:

- **Inventory Creation:** Integrating a Ticketmaster account will automate inventory creation in designated ticket admin Concierge Live accounts.
- **Automate Ticketmaster Mobile Transfers:** In addition to creating inventory, Ticketmaster integration allows Concierge Live to initiate mobile ticket transfers. Enabling this option eliminates the need for a ticket admin to log into their Ticketmaster Account Manager account to transfer mobile tickets.

¹⁰ See <https://support.concierge.live.com/hc/en-us/articles/360034613572-How-do-I-add-Ticketmaster-inventory-into-Concierge-Live> (last accessed Jan. 31, 2024).

52. Likewise, on Concierge Live’s webpage titled *What happens when I integrate a Ticketmaster account*, Concierge Live falsely states: “When a Ticketmaster account is integrated, inventory will be automatically be added to the Manage page for designated ticket admin” and instructs the user to “[s]ee the attached deck to learn more about the configuring Ticketmaster integrated tickets”. (Exhibit C.)¹¹

53. The page indicates that it was uploaded on October 9, 2019, and was last updated four years ago.

54. The presentation deck embedded in Concierge Live’s *What happens when I integrate a Ticketmaster account* webpage is titled *TM Inventory Review & Configure – May 2020* and refers to a “Ticketmaster integrated account inventory” and a purported integration with Ticketmaster’s platform. (Exhibit D.)

55. For instance, the presentation deck provides:

TM Inventory Review & Configure

- When Ticketmaster integrated account inventory is created, designated ticket admin need to configure the tickets to allow requests (inventory is created without shop/request permissions and attendee types).
- To review/manage a single event, click on the “review and configure” button.
- For season tickets or multiple events, mass configure is the easiest way for ticket admin to make edits to tickets in mass without having to configuration event by event.
- On the Manage page, click on the “Tickets” tab in the navigation.



56. On Concierge Live’s webpage titled *What is the difference between a Ticketmaster integrated mobile transfer and a non-Ticketmaster mobile transfer*, Concierge Live falsely states: “Through our Ticketmaster integration, Concierge

¹¹ See <https://support.conciergealive.com/hc/en-us/articles/360034619532-What-happens-when-I-integrate-a-Ticketmaster-account-> (last accessed Jan. 31, 2024).

Live automates the mobile transfer from Ticketmaster to the ticket requestor or attendees.” (**Exhibit E.**)¹²

57. The page indicates that it was uploaded on October 9, 2019, and was last updated two months ago – so in or about November of 2023.

58. Embedded in Concierge Live’s *What is the difference between a Ticketmaster integrated mobile transfer and a non-Ticketmaster mobile transfer* webpage is a presentation deck titled, *Delivery – Mobile* (**Exhibit F**), in which Concierge Live falsely claims to have a “Ticketmaster integration” through which Concierge Live can “automate[] the mobile transfer from Ticketmaster to the ticket requestor or attendees”:

Delivery - Mobile

Mobile transfers in Concierge Live fall into two categories:

- **Ticketmaster (TM) Integrated mobile ticket accounts:**
 - When a mobile ticket is processed for delivery, a ticket requestor is notified of a pending mobile transfer from Concierge Live. The email alerts the ticket requestor of the pending transfer, which will come from Ticketmaster. This notification is sent to requestors whether tickets are automatically or manually transferred.
 - Through our Ticketmaster integration, Concierge Live automates the mobile transfer from Ticketmaster to the ticket requestor or attendees (ticket admin are not required to login into Account Manager to transfer tickets to attendees).

59. Concierge Live’s webpage titled *How do I deliver Ticketmaster mobile tickets* directs users to see an embedded presentation deck concerning “transferring Ticketmaster mobile tickets.” (**Exhibit G.**)¹³ The page indicates that it was uploaded on October 9, 2019, and was last updated four years ago.

60. In the embedded presentation deck, titled *Delivery – Mobile – May 2020*, Concierge Live again falsely claims to have “Ticketmaster integration”

¹² See <https://support.conciergelive.com/hc/en-us/articles/360034616312-What-is-the-difference-between-a-Ticketmaster-integrated-mobile-transfer-and-a-non-Ticketmaster-mobile-transfer-> (last accessed Jan. 31, 2024).

¹³ See <https://support.conciergelive.com/hc/en-us/articles/360034617572-How-do-I-deliver-Ticketmaster-mobile-tickets-> (last accessed Jan. 31, 2024).

1 through which Concierge Live can “automate[] the mobile transfer from
2 Ticketmaster to the ticket requestor or attendees.” (**Exhibit H.**)

3 61. On Concierge Live’s webpage titled *How do I update ticket*
4 *possession?*, Concierge Live falsely states: “For mobile tickets, ticket possession is
5 automatically updated through Ticketmaster integration.” (**Exhibit I.**)¹⁴ The page
6 indicates that it was uploaded on October 9, 2019, and was last updated four years
7 ago. Embedded in this webpage is a presentation deck titled *Delivery – Ticket*
8 *Possession – May 2020.* (**Exhibit J.**)

9 62. Upon information and belief, Concierge Live makes sales pitches to
10 prospective clients where it orally touts the benefits of Concierge Live, including its
11 purported integration with Ticketmaster.

12 63. Prospective customers hearing Concierge Live’s pitch review its
13 website and technical documentation that discusses the Ticketmaster integration,
14 reenforcing the misrepresentations made during the sales pitch.

15 64. These representations – made in Concierge Live’s marketing materials
16 and in its interactions with potential clients – are fraudulent and false.

17 65. Concierge Live does not have Ticketmaster integration for corporate
18 ticket management.

19 66. Spotlight is the exclusive ticket management platform for Ticketmaster
20 for the business event and corporate ticket management category.

21 67. Spotlight is also the **only** company that has Ticketmaster integration for
22 corporate ticket management.

23 68. To date, Spotlight has paid millions of dollars in annual fees for that
24 privilege.

25
26
27 ¹⁴ See [https://support.conciergelive.com/hc/en-us/articles/360034624272-How-do-](https://support.conciergelive.com/hc/en-us/articles/360034624272-How-do-I-update-ticket-possession)
28 [I-update-ticket-possession](https://support.conciergelive.com/hc/en-us/articles/360034624272-How-do-I-update-ticket-possession) (last accessed Jan. 31, 2024).

69. Concierge Live knows that Spotlight is the exclusive ticket management platform for Ticketmaster for the business event and corporate ticket management category.

70. Concierge Live also knows that Spotlight is the only company that has Ticketmaster integration for corporate ticket management.

71. Concierge Live claims to be utilizing an application programming interface (“API”) offered by Ticketmaster to access its inventory and facilitate purchases.

72. However, such use of the Ticketmaster API is unlikely given that such use would violate the Ticketmaster terms of use.

73. The use of Ticketmaster’s API is governed by its Terms of Use located at <https://developer.ticketmaster.com/support/terms-of-use/>.

74. The Terms of Use prohibit users of the Ticketmaster API from engaging in certain conduct.

75. Specifically, as a condition precedent to users being granted a limited, conditional, no-cost, non-exclusive, non-transferable, non-sub-licensable license to use the Ticketmaster API, users must agree they will not:

Sell, lease, or sublicense the Ticketmaster API or access thereto or derive revenues from the use or provision of the Ticketmaster API, whether for direct commercial or monetary gain or otherwise, except as set forth below.

(Exhibit K).

76. The license to use Ticketmaster’s API is expressly conditioned on users’ preexisting agreement to comply with, and their actual compliance with, these Terms of Use.

77. Any use of Ticketmaster’s API that does not strictly comply with each and every provision of the Terms of Use exceeds the scope of the license to view

1 and use Ticketmaster's API. Concierge Live knows that it does not have actual
2 integration with Ticketmaster and that any use of the Ticketmaster API would be in
3 violation of Ticketmaster's Terms of Use and technological restrictions.

4 78. In fact, Ticketmaster itself has been forced to warn consumers that
5 Concierge Live's claims of integration with Ticketmaster's platform are false.

6 79. In a public letter dated March 31, 2021, Ticketmaster affirmed that it
7 entered into an "exclusive partnership" with Spotlight/TicketManager and that
8 Spotlight is the "only" Ticketmaster partner "who has integration with Ticketmaster
9 in the event and corporate ticket management market." (**Exhibit K** (emphasis in
10 original).)

11 80. Ticketmaster further warns consumers that vendors like Concierge Live
12 in the ticket and event management marketplace are "mis-representing ...
13 capabilities they have with Ticketmaster" and asks consumers to report any such
14 false claims directly to Ticketmaster. (*Id.*)

15 81. Upon information and belief, Ticketmaster sent this letter specifically
16 to Concierge Live.

17 82. Concierge Live in fact *knows* about Spotlight's contractual rights. On
18 Monday, April 13, 2020, Brian Basloe from Concierge Live spoke to Ken Hanscom
19 at Spotlight over the telephone. During that call, Basloe specifically indicated that
20 Spotlight's exclusivity deal with Ticketmaster was making Concierge Live's life
21 difficult.

22 83. Upon information and belief, Concierge Live may not be using the
23 Ticketmaster API directly.

24 84. Upon information and belief, Concierge Live is utilizing a third party
25 service to move tickets and to bypass the contractual restrictions set forth in the
26 Ticketmaster API Terms of Use.

1 85. Use of a third party intermediary means that Concierge Live would not
2 be integrated with the Ticketmaster system.

3 86. If Concierge Live is indeed able to provide its services to its customers
4 for a lower price than Spotlight, which it publicly claims, then it is only because
5 Spotlight pays a significant annual fee for the right to be integrated with
6 Ticketmaster, while Concierge Live avoids this substantial cost by falsely claiming
7 that it is integrated with Ticketmaster without paying for that right and, upon
8 information and belief, by utilizing APIs in violation of Ticketmaster's Terms of
9 Use and/or by circumventing Ticketmaster's restrictions by going through a third
10 party intermediary.

11 87. Upon information and belief, even if Concierge Live was using one of
12 the aforementioned improper methods to achieve similar functionality to Spotlight,
13 they misrepresented or implied to customers that they in fact had a contractual
14 integration with Ticketmaster for corporate events and corporate ticket management,
15 a right exclusive to Spotlight.

16 **E. Damages to Spotlight Caused by Concierge Live's Malfeasance**

17 88. The ticket management industry is a niche industry.

18 89. Its services are marketed primarily to companies that use a large
19 amounts of tickets for various purposes in their businesses.

20 90. It is standard practice to market ticket management services through
21 direct sales pitches tailored to prospective clients.

22 91. Concierge Live engaged in a marketing campaign promoting its ticket
23 management services with false representations of integration with Ticketmaster to
24 countless prospective customers through in person sales pitches.

25 92. Representatives of Concierge Live, including Basloe, have repeated the
26 above-described false representations concerning integration with Ticketmaster
27 directly to prospective customers, including clients and potential clients of Spotlight.
28

1 93. The full extent of Concierge Live’s interference with Spotlight in the
2 marketplace is presently unknown to Spotlight, but Spotlight has been made aware
3 of the following instance of Concierge Live making false representations to
4 consumers.

5 94. In July of 2020, Spotlight’s then-customer, a New York-based health
6 care company, initiated a request for proposal (“RFP”) process that involved both
7 Concierge Live and Spotlight. There was a probability of this company supplying
8 economic benefits to Spotlight as a result. Spotlight ultimately lost this business to
9 Concierge Live due in part, upon information and belief, to Concierge Live’s false
10 representations of integration with Ticketmaster.

11 95. In April of 2021, Spotlight and Concierge Live engaged in an RFP
12 process initiated by an American multinational automotive manufacturing company.
13 There was a probability of this company supplying economic benefits to Spotlight
14 as a result. Spotlight ultimately lost this business to Concierge Live due in part, upon
15 information and belief, to Concierge Live’s false representations of integration with
16 Ticketmaster.

17 96. In or about September of 2021, Spotlight and Concierge Live pitched
18 their services to a New York-based healthcare provider. There was a probability of
19 this company supplying economic benefits to Spotlight as a result. Spotlight
20 ultimately lost this business to Concierge Live, however, because Concierge Live
21 falsely represented to this company that it could perform all the same functionality
22 as Spotlight – including integrations with Ticketmaster – but for a lower cost.

23 97. Spotlight and Concierge Live were both engaged in an RFP process
24 initiated by a major American airline that concluded in December of 2021. There
25 was a probability of this company supplying economic benefits to Spotlight as a
26 result. During this process, Concierge Live provided this company with a
27 presentation deck falsely stating that Concierge Live had integration with
28

1 Ticketmaster. Spotlight ultimately won that RFP process but, due to Concierge
2 Live's fraudulent misrepresentations, for a reduced price.

3 98. In March of 2022, Spotlight and Concierge Live pitched their services
4 to an American auto parts retailer. There was a probability of this company
5 supplying economic benefits to Spotlight as a result. Spotlight ultimately lost this
6 business to Concierge Live due in part, upon information and belief, to Concierge
7 Live's false representations of integration with Ticketmaster.

8 99. Spotlight and Concierge Live were engaged in an RFP process initiated
9 by an American bank that concluded in March of 2022. There was a probability of
10 this company supplying economic benefits to Spotlight as a result. During this
11 process, Concierge Live falsely represented to this company that Concierge Live has
12 integration with Ticketmaster and that Concierge Live has the same functionality as
13 Spotlight. Spotlight lost this company's business to Concierge Live as a result.

14 100. Spotlight and Concierge Live were engaged in an RFP process initiated
15 by an American global investment bank and financial services company that
16 concluded on July 11, 2022. There was a probability of this company supplying
17 economic benefits to Spotlight as a result. Spotlight ultimately lost this business to
18 Concierge Live due in part, upon information and belief, to Concierge Live's false
19 representations of integration with Ticketmaster.

20 101. In November of 2022, Spotlight and Concierge Live pitched their
21 services to an online food ordering and delivery company. There was a probability
22 of this company supplying economic benefits to Spotlight as a result. Spotlight
23 ultimately lost this business, however, because Concierge Live falsely represented
24 to this company that it could perform all the same functionality as Spotlight –
25 including integrations with Ticketmaster – but for a lower cost.

26 102. In March of 2023, Spotlight and Concierge pitched their services to the
27 governing body of an American sports association. There was a probability of this
28

1 party supplying economic benefits to Spotlight as a result. Spotlight ultimately won
2 this party's business but was informed that, after the pitch process, Basloe
3 represented to this party that Concierge Live has the same integration with
4 Ticketmaster as Spotlight and that Concierge Live has the same functionality as
5 Spotlight and could do it cheaper.

6 103. In the summer of 2023, a global automotive manufacturer approached
7 Spotlight about certain integrations and indicated that Concierge Live represented it
8 had integrations, *inter alia*, with Ticketmaster. Upon information and belief,
9 Spotlight ultimately lost this business to Concierge Live due in part to the
10 automotive manufacturer believing Concierge Live's misrepresentations.

11 104. In September of 2023, Spotlight and Concierge Live pitched their
12 services to a sports marketing agency that was working on behalf of an American
13 financial services company. There was a probability of this company supplying
14 economic benefits to Spotlight as a result. Spotlight ultimately lost this business to
15 Concierge Live due in part, upon information and belief, to Concierge Live's false
16 representations that Concierge Live has the same integration with Ticketmaster as
17 Spotlight and that Concierge Live has the same functionality as Spotlight.

18 105. In December of 2023, Spotlight and Concierge Live pitched their
19 services to a sports marketing agency that was working on behalf of an American
20 business software company. There was a probability of this company supplying
21 economic benefits to Spotlight as a result. During the pitch process, Concierge Live
22 fraudulently represented that Concierge Live has the same functionality as Spotlight.
23 Spotlight lost the company's business as a result.

24 106. In December of 2023, Spotlight and Concierge Live pitched their
25 services to an American insurance company. There was a probability of this
26 company supplying economic benefits to Spotlight as a result. Spotlight ultimately
27 this business on or about December 15, 2023, but, upon information and belief, due
28

1 to Concierge Live's fraudulent misrepresentation that Concierge Live has the same
2 functionality as Spotlight, for a reduced price.

3 107. Spotlight is also currently engaged in ongoing pitches and in RFP
4 processes involving Concierge Live where Concierge Live's misrepresentations are
5 actively causing harm to Spotlight.

6 108. For example, Spotlight and Concierge Live are currently pitching their
7 services to a multi-purpose stadium which hosts professional sports teams and
8 events. There is a probability of this party supplying economic benefits to Spotlight
9 as a result. Spotlight has learned, however, that during a call in December of 2023,
10 Concierge Live falsely represented to this party that it could quickly and easily
11 distribute tickets with Ticketmaster due to their integration with the Ticketmaster
12 platform. Spotlight is at serious risk of losing this business, or winning its business
13 at a reduced price, due to Concierge Live's misrepresentations.

14 109. Spotlight and Concierge Live are also currently pitching their services
15 to an American bank holding company. There is a probability of this company
16 supplying economic benefits to Spotlight as a result. However, Spotlight has learned
17 that Basloe falsely represented to this company that Spotlight's relationship with
18 Ticketmaster was merely a "marketing relationship" – and not the exclusive
19 integration partnership that it really is – and that Concierge Live has all the same
20 functionality as Spotlight. Spotlight is at serious risk of losing this company's
21 business, or winning its business at a reduced price, as a result.

22 110. Spotlight and Concierge Live are also currently pitching their services
23 to an American cable provider and are currently engaged in an RFP process initiated
24 by an American auto insurance company. There is a probability of these companies
25 supplying economic benefits to Spotlight as a result. Upon information and belief,
26 Concierge Live is repeating its misrepresentations as to functionality and integration
27 with Ticketmaster to both of these potential customers.
28

1 111. Spotlight has been engaged in numerous other RFP processes involving
2 Concierge Live, including with a multinational beverage company (in August of
3 2022), a Canadian banking and financial services company (in February of 2023),
4 and an American telecommunications company (in March of 2023). Upon
5 information and belief, Concierge Live repeated its misrepresentations as to
6 functionality and integration with Ticketmaster to these customers as well.

7 112. Concierge Live's fraudulent conduct has thus inflicted and continues to
8 inflict irreparable harm upon Spotlight.

9 113. As a direct result of Concierge Live's actions, Spotlight has also lost
10 the full benefit of the exclusive integration relationship with Ticketmaster for which
11 Spotlight has paid annual fees totaling millions of dollars.

12 114. As a direct result of Concierge Live's actions, Ticketmaster has lost the
13 full benefit of its agreement with Spotlight based on lost commissions from
14 Concierge Live taking customers based on fraudulent conduct.

15 115. If left unchecked, Concierge Live's fraudulent actions will continue to
16 irreparably harm Spotlight and deceive the market and public, including Spotlight's
17 current and potential customers.

18 **FIRST CAUSE OF ACTION**

19 (False Advertising under The Lanham Act (15 U.S.C. § 1125(a)(1)(B))

20 116. All of the above allegations are hereby incorporated as if fully set forth
21 herein.

22 117. Title 15 of the United States Code prohibits false or misleading
23 descriptions of fact in commercial advertising or promotion. 15 U.S.C. §
24 1125(a)(1)(B).

25 118. The United States Code states: "(a) Civil Action (1) Any person who,
26 on or in connection with any goods or services, or any container for goods, uses in
27 commerce any word, term, name, symbol, or device, or any combination thereof, or
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1 any false designation of origin, false or misleading description of fact, or false or
2 misleading representation of fact, which [] (B) in commercial advertising or
3 promotion, misrepresents the nature, characteristics, qualities, or geographic origin
4 of his or her or another person's goods, services, or commercial activities, shall be
5 liable in a civil action by any person who believes that he or she is or is likely to be
6 damaged by such act."

7 119. Spotlight and Concierge Live are direct competitors in the United States
8 market for ticket inventory, delivery and fulfillment management.

9 120. Concierge Live has made false or misleading descriptions or
10 representations of fact in interstate commercial advertising or promotion regarding
11 its functionality and purported integration with Ticketmaster in its marketing
12 materials and through direct sales pitches. These marketing activities misrepresented
13 the nature, characteristics, or qualities of Concierge Live's products and services.

14 121. The ticket management industry is a fairly niche industry driven by in
15 person direct marketing pitches to companies.

16 122. Concierge Live's direct sales pitches were a concerted marketing
17 campaign aimed at customers where Concierge Live misrepresented the nature of its
18 services.

19 123. Concierge Live's commercial messages and statements were either
20 literally false or misleading and intended to deceive the market, the public,
21 consumers, and potential consumers, including consumers of Spotlight.

22 124. For example, the repeated representations that Concierge Live is
23 integrated with Ticketmaster's platform are false, untrue, and misleading, as
24 Concierge Live is not integrated with Ticketmaster.

25 125. Spotlight is the exclusive ticket management platform for Ticketmaster
26 for the business event and corporate ticket management category and is the only
27 company that has Ticketmaster integration.
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1 126. Upon information and belief, Concierge Live may actually use a third
2 party intermediary and/or certain APIs provided by Ticketmaster in violations of
3 Ticketmaster's Terms of Use. Regardless of the method it uses, however, Concierge
4 Live is simply not integrated with Ticketmaster's platform.

5 127. Concierge Live has knowingly or willfully misrepresented to the public
6 regarding the facts above or misled the public into believing that it had a contractual
7 right to integrate with Ticketmaster.

8 128. Concierge Live knows that Spotlight is the exclusive ticket
9 management platform for Ticketmaster for the business event and corporate ticket
10 management category and is the only company that has Ticketmaster integration.

11 129. Ticketmaster itself has been forced to affirm to the marketplace that it
12 entered into an "exclusive partnership" with Spotlight/TicketManager, to stress that
13 Spotlight is the "only" Ticketmaster partner "who has integration with Ticketmaster
14 in the event and corporate ticket management market," and to warn consumers that
15 vendors like Concierge Live are "mis-representing ... capabilities they have with
16 Ticketmaster." (**Exhibit L** (emphasis in original).)

17 130. These advertisements and promotions have actually deceived or had the
18 tendency to deceive a substantial segment of Concierge Live's audience.

19 131. Concierge Live's misrepresentations were material, in that they are
20 likely to influence the purchasing decision and were made in bad faith for the
21 purpose of deceiving the market, the public, consumers, and potential consumers.

22 132. Concierge Live caused its services and false advertisement to enter
23 interstate commerce.

24 133. Spotlight has been injured as a result of the foregoing, either by direct
25 diversion of sales from itself to Concierge Live, or by lessening of the goodwill
26 which its services enjoy with the buying public.

1 134. Although the full extent of Spotlight's injuries due to Concierge Live's
2 conduct is presently unknown, Spotlight as described above has lost business to
3 Concierge Live due to the latter's false representations during pitches and RFP
4 processes involving Spotlight. Even when Spotlight has won certain customers'
5 business, it has been for a reduced price due to Concierge Live's misrepresentations.
6 Spotlight is also currently engaged in ongoing pitches and in RFP processes
7 involving Concierge Live where Concierge Live's misrepresentations are actively
8 causing harm to Spotlight. Spotlight would not have lost the business of these
9 entities, or been forced to sell services to them for a reduced price, had it not been
10 for Concierge Live's unlawful, unfair, and fraudulent conduct.

11 135. Concierge Live has obtained profits and unjust enrichment through its
12 deliberate and willful false advertisement under the Lanham Act.

13 136. Spotlight has sustained injuries in an amount not yet fully determined,
14 while Concierge Live has been unjustly enriched through its deceptive practices
15 towards consumers and misappropriation of Spotlight's goodwill.

16 137. As a result of Concierge Live's wrongful actions, Spotlight has suffered
17 and will continue to suffer irreparable harm for which there is no adequate remedy
18 at law. Unless Concierge Live's conduct is enjoined by this Court, Spotlight will
19 continue to suffer irreparable harm.

20 138. Spotlight is entitled to an award of its attorneys' fees under 15 U.S.C.
21 § 1117.

22
23 **SECOND CAUSE OF ACTION**

24 (False Advertising under Cal. Bus. & Prof. Code § 17500 *et seq.*)

25 139. All of the above allegations are hereby incorporated as if fully set forth
26 herein.
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1 140. California's False Advertising Law ("FAL") prohibits businesses from
2 disseminating statements that are "untrue or misleading."

3 141. Concierge Live has published false information concerning its
4 functionality and purported integration with Ticketmaster in its marketing materials
5 and made oral and/or written misrepresentations during direct sales pitches.

6 142. These repeated representations that Concierge Live is integrated with
7 Ticketmaster's platform or that it has a contract for integration with Ticketmaster
8 are false, untrue, and misleading, as Concierge Live is not integrated with
9 Ticketmaster, nor does it have a contractual right to be integrated with Ticketmaster.

10 143. Spotlight is the exclusive ticket management platform for Ticketmaster
11 for the business event and corporate ticket management category and is the only
12 company that has Ticketmaster integration.

13 144. Upon information and belief, Concierge Live may actually use a third
14 party intermediary and/or certain APIs provided by Ticketmaster in violations of
15 Ticketmaster's Terms of Use.

16 145. Regardless of the method it uses, however, Concierge Live is simply
17 not integrated with Ticketmaster's platform.

18 146. Concierge Live has knowingly or willfully misrepresented to the public
19 regarding the facts above. Concierge Live knows that Spotlight is the exclusive
20 ticket management platform for Ticketmaster for the business event and corporate
21 ticket management category and is the only company that has Ticketmaster
22 integration.

23 147. Ticketmaster itself has been forced to affirm to the marketplace that it
24 entered into an "exclusive partnership" with Spotlight/TicketManager, to stress that
25 Spotlight is the "only" Ticketmaster partner "who has integration with Ticketmaster
26 in the event and corporate ticket management market," and to warn consumers that
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1 vendors like Concierge Live are “mis-representing ... capabilities they have with
2 Ticketmaster.” (**Exhibit L** (emphasis in original).)

3 148. Concierge Live is causing financial injury to Spotlight because these
4 misrepresentations cause Spotlight to suffer lost sales, revenue, goodwill, and harm
5 to its reputation. Although the full extent of Spotlight’s injuries due to Concierge
6 Live’s conduct is presently unknown, Spotlight as described above has lost business
7 to Concierge Live due to the latter’s false representations during pitches and RFP
8 processes involving Spotlight. Even when Spotlight has won certain customer’s
9 business, it has been for a reduced price due to Concierge Live’s misrepresentations.
10 Spotlight is also currently engaged in ongoing pitches and in RFP processes
11 involving Concierge Live where Concierge Live’s misrepresentations are actively
12 causing harm to Spotlight. Spotlight would not have lost the business of these
13 entities, or been forced to sell their services to them for a reduced price, had it not
14 been for Concierge Live’s unlawful, unfair, and fraudulent conduct

15 149. As a direct result of Concierge Live’s actions, Spotlight has also been
16 damaged in that it has thus lost the full benefit of the exclusive integration
17 relationship with Ticketmaster for which Spotlight over the life of the Agreement
18 has paid millions of dollars.

19 **THIRD CAUSE OF ACTION**

20 (Unfair Competition under Cal. Bus. & Prof. Code § 17200 *et seq.*)

21 150. All of the above allegations are hereby incorporated as if fully set forth
22 herein.

23 151. California’s Unfair Competition Law (“UCL”) prohibits “unlawful,
24 unfair, or fraudulent” conduct in business activities.

25 152. Concierge Live has engaged in unlawful, unfair, and fraudulent conduct
26 and has thus violated and will continue to violate California’s UCL by making
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1 materially false and misleading representations and advertisements concerning its
2 functionality and its relationship with Ticketmaster.

3 153. Through its public website, marketing materials, and direct
4 communications with potential clients, Concierge Live has falsely represented that
5 Concierge Live has the same integration with Ticketmaster as Spotlight, that
6 Concierge Live has the same functionality as Spotlight, and that Spotlight's
7 relationship with Ticketmaster is merely a marketing agreement.

8 154. On its website and marketing presentation decks – which have been
9 posted and publicly available since 2019 – Concierge Live makes a litany of false
10 claims of integration with Ticketmaster platform, including: “For Ticketmaster
11 accounts, Concierge Live offers integration which will automatically create your
12 Ticketmaster account’s inventory”; that Concierge Live users can “integrate your
13 Ticketmaster accounts into Concierge Live.”; repeated references to a “Ticketmaster
14 integrated account inventory”; claims to a “Ticketmaster integration” through which
15 Concierge Live can “automate[] the mobile transfer from Ticketmaster to the ticket
16 requestor or attendees”; and representations that “[f]or mobile tickets, ticket
17 possession is automatically updated through Ticketmaster integration.” (*See*
18 **Exhibits A through Exhibit E.**) Representatives of Concierge Live, including
19 Basloe, have repeated these above-described false representations directly to
20 prospective customers, including in connection with pitches and RFP processes
21 involving Spotlight

22 155. These representations – made on Concierge Live’s website, in its
23 marketing materials, and in its interactions with potential clients – are fraudulent and
24 false. Concierge Live does not have Ticketmaster integration. Spotlight is the
25 exclusive ticket management platform for Ticketmaster for the business event and
26 corporate ticket management category and is the only company that has
27 Ticketmaster integration.
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1 156. Upon information and belief, Concierge Live may actually use a third
2 party intermediary and/or certain APIs provided by Ticketmaster in violations of
3 Ticketmaster's Terms of Use. Regardless of the method it uses, however, Concierge
4 Live is simply not integrated with Ticketmaster's platform.

5 157. Concierge Live has knowingly or willfully misrepresented to the public
6 regarding the facts above. Concierge Live knows that Spotlight is the exclusive
7 ticket management platform for Ticketmaster for the business event and corporate
8 ticket management category and is the only company that has Ticketmaster
9 integration.

10 158. Concierge Live's conduct, described above, constitutes unfair and
11 fraudulent acts or practices in the conduct of a business, in violation of California's
12 UCL, and is part of Concierge Live's anti-competitive scheme to trick consumers
13 into believing that Concierge Live has integration with Ticketmaster, when it does
14 not, and to divert profits away from Spotlight.

15 159. Concierge Live's conduct is unfair because on its public website, in
16 marketing materials, and in direct communications with potential clients, Concierge
17 Live has falsely represented its relationship with Ticketmaster, claiming that
18 Concierge Live is "integrated" with Ticketmaster's platform when it is not.
19 Concierge Live falsely represents that it has the same integration with Ticketmaster
20 as Spotlight, that Concierge Live has the same functionality as Spotlight, and that
21 Spotlight's relationship with Ticketmaster is merely a marketing agreement.
22 Spotlight has paid millions of dollars for the privilege to be the exclusive ticket
23 management platform for Ticketmaster for the business event and corporate ticket
24 management category and is the only company that has Ticketmaster integration.
25 Concierge Live's conduct is also unfair because if Concierge Live is indeed able to
26 provide its services to its customers for a lower price than Spotlight, which it publicly
27 claims, then it is only because Spotlight pays a significant annual fee for the right to
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1 be integrated with Ticketmaster, while Concierge Live avoids this substantial cost
2 by falsely claiming that it is integrated with Ticketmaster without paying for that
3 right and, upon information and belief, deceptively employing automated ticket
4 purchasing software bots in violation of Ticketmaster's Terms of Use. This conduct
5 is immoral, unethical, unscrupulous, and substantially injurious to consumers.

6 160. Concierge Live's conduct is also fraudulent. Concierge Live has falsely
7 represented its relationship with Ticketmaster, claiming that Concierge Live is
8 "integrated" with Ticketmaster's platform when in fact it is not. Concierge Live
9 falsely represents that it has the same integration with Ticketmaster as Spotlight, that
10 Concierge Live has the same functionality as Spotlight, and that Spotlight's
11 relationship with Ticketmaster is merely a marketing agreement. Spotlight has paid
12 millions of dollars for the privilege to be the exclusive ticket management platform
13 for Ticketmaster for the business event and corporate ticket management category
14 and is the only company that has Ticketmaster integration.

15 161. Concierge Live's conduct is also unlawful, as it violates The Lanham
16 Act and the California False Advertising Law.

17 162. As described above, Concierge Live's misrepresentations are material
18 and have been made to and relied upon by consumers. Spotlight would not have lost
19 the business of those entities, or been forced to sell their services to them for a
20 reduced price, had it not been for Concierge Live's unlawful, unfair, and fraudulent
21 conduct.

22 163. Ticketmaster itself has been forced to affirm to the marketplace that it
23 entered into an "exclusive partnership" with Spotlight/TicketManager, to stress that
24 Spotlight is the "only" Ticketmaster partner "who has integration with Ticketmaster
25 in the event and corporate ticket management market," and to warn consumers that
26 vendors like Concierge Live are "mis-representing ... capabilities they have with
27 Ticketmaster." (**Exhibit L** (emphasis in original).)
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1 164. As a direct result of Concierge Live's actions, Spotlight has also been
2 damaged in that it has thus lost the full benefit of the exclusive integration
3 relationship with Ticketmaster for which Spotlight over the life of the Agreement
4 has paid millions of dollars.

5 165. These misrepresentations also cause Spotlight to suffer lost goodwill
6 and harm to its reputation.

7 166. Moreover, Concierge Live's conduct offends public policy and has
8 caused substantial injury to consumers in that consumers, identified above, have
9 partnered with Concierge Live on the false understanding that Concierge Live was
10 integrated into Ticketmaster's platform.

11 167. These injuries are substantial and are not outweighed by any
12 countervailing benefits to consumers.

13 **FOURTH CAUSE OF ACTION**

14 (Intentional Interference with Contractual Relations)

15 168. All of the above allegations are hereby incorporated as if fully set forth
16 herein.

17 169. The Agreement constitutes a valid and existing contract between
18 Spotlight and Ticketmaster.

19 170. Pursuant to the Agreement, Spotlight was granted the exclusive right to
20 directly integrate its technology with Ticketmaster's software and systems platform
21 and Spotlight was made the exclusive ticket management platform for Ticketmaster
22 for the business event and corporate ticket management category.

23 171. Concierge Live had knowledge of the existence of the Agreement and
24 Spotlight's exclusive integration partnership with Ticketmaster.

25 172. Concierge Live took intentional acts designed to disrupt and interfere
26 with the Agreement and to hinder the parties' performance thereunder.
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1 173. Since at least 2019, Concierge Live has publicly and falsely represented
2 and advertised through its public website, marketing materials, and direct
3 communications with potential clients that Concierge Live has the same integration
4 with Ticketmaster as Spotlight, that Concierge Live has the same functionality as
5 Spotlight, and that Spotlight's relationship with Ticketmaster is merely a marketing
6 agreement.

7 174. On its website and marketing presentation decks – which have been
8 posted and publicly available since 2019 – Concierge Live makes a litany of false
9 claims of integration with Ticketmaster platform, including: “For Ticketmaster
10 accounts, Concierge Live offers integration which will automatically create your
11 Ticketmaster account’s inventory”; that Concierge Live users can “integrate your
12 Ticketmaster accounts into Concierge Live.”; repeated references to a “Ticketmaster
13 integrated account inventory”; claims to a “Ticketmaster integration” through which
14 Concierge Live can “automate[] the mobile transfer from Ticketmaster to the ticket
15 requestor or attendees”; and representations that “[f]or mobile tickets, ticket
16 possession is automatically updated through Ticketmaster integration.” (*See*
17 **Exhibits A through Exhibit E.**)

18 175. Representatives of Concierge Live, including Basloe, have repeated
19 these above-described false representations directly to prospective customers,
20 including in connection with pitches and RFP processes involving Spotlight.

21 176. These representations – made on Concierge Live’s website, in its
22 marketing materials, and in its interactions with potential clients – are fraudulent and
23 false. Concierge Live does not have Ticketmaster integration. Spotlight is the
24 exclusive ticket management platform for Ticketmaster for the business event and
25 corporate ticket management category and is the only company that has
26 Ticketmaster integration.
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1 177. Upon information and belief, Concierge Live may actually use a third
2 party intermediary and/or certain APIs provided by Ticketmaster in violations of
3 Ticketmaster's Terms of Use. Regardless of the method it uses, however, Concierge
4 Live is simply not integrated with Ticketmaster's platform.

5 178. Concierge Live knows that what it is doing is wrong. Concierge Live
6 knows that Spotlight is the exclusive ticket management platform for Ticketmaster
7 for the business event and corporate ticket management category and is the only
8 company that has Ticketmaster integration for corporate events and corporate ticket
9 management.

10 179. Ticketmaster itself has been forced to affirm to the marketplace that it
11 entered into an "exclusive partnership" with Spotlight/TicketManager, to stress that
12 Spotlight is the "only" Ticketmaster partner "who has integration with Ticketmaster
13 in the event and corporate ticket management market," and to warn consumers that
14 vendors like Concierge Live are "mis-representing ... capabilities they have with
15 Ticketmaster." (**Exhibit L** (emphasis in original).)

16 180. Concierge Live's acts have actually caused a disruption to and
17 interfered with the Agreement and Spotlight's exclusive integration partnership with
18 Ticketmaster and have hindered the parties' performance the Agreement and this
19 partnership. By falsely claiming to be "integrated" with Ticketmaster's platform,
20 Concierge Live has severely interfered with Spotlight's contractual right to be the
21 only company to directly integrate its technology with Ticketmaster's software and
22 systems platform and to be the exclusive ticket management platform for
23 Ticketmaster for the business event and corporate ticket management category.

24 181. Concierge Live's acts have correspondingly interfered with
25 Ticketmaster's contractual obligation to allow only Spotlight to directly integrate its
26 technology with Ticketmaster's software and systems platform and to be the
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1 exclusive ticket management platform for Ticketmaster for the business event and
2 corporate ticket management category.

3 182. Concierge Live intended this result or knew that it was likely to occur.

4 183. As a direct result of Concierge Live's actions, Spotlight has been
5 damaged in that it has thus lost the full benefit of the exclusive integration
6 relationship with Ticketmaster for which Spotlight over the life of the Agreement
7 has paid millions of dollars.

8 184. Moreover, although the full extent of Concierge Live's interference
9 with Spotlight in the marketplace is presently unknown, Spotlight as described above
10 has lost business to Concierge Live due to the latter's false representations during
11 pitches and RFP processes involving Spotlight. Even when Spotlight has won certain
12 customer's business, it has been for a reduced price due to Concierge Live's
13 misrepresentations. Spotlight is also currently engaged in ongoing pitches and in
14 RFP processes involving Concierge Live where Concierge Live's
15 misrepresentations are actively causing harm to Spotlight.

16 185. In addition to lost sales and revenue, these misrepresentations cause
17 Spotlight to suffer lost goodwill and harm to its reputation.

18 186. Concierge Live's conduct substantially caused this harm.

19 187. The aforementioned conduct of Concierge Live was willful, oppressive,
20 malicious, and/or fraudulent, thereby also justifying an award of punitive damages.

21 **FIFTH CAUSE OF ACTION**

22 (Intentional Interference with Prospective Economic Advantage)

23 188. All of the above allegations are hereby incorporated as if fully set forth
24 herein.

25 189. As described above, economic relationships existed between Spotlight
26 and certain potential customers which had or have a probability of supplying
27 economic benefits to Spotlight in the future.

1 190. Concierge Live had knowledge of the existence of these relationships.

2 191. Concierge Live took intentional acts designed to disrupt and interfere
3 with these relationships.

4 192. Since at least 2019, Concierge Live has publicly and falsely represented
5 and advertised through its public website, marketing materials, and direct
6 communications with potential clients that Concierge Live has the same integration
7 with Ticketmaster as Spotlight, that Concierge Live has the same functionality as
8 Spotlight, and that Spotlight's relationship with Ticketmaster is merely a marketing
9 agreement.

10 193. On its website and marketing presentation decks – which have been
11 posted and publicly available since 2019 – Concierge Live makes a litany of false
12 claims of integration with Ticketmaster platform, including: “For Ticketmaster
13 accounts, Concierge Live offers integration which will automatically create your
14 Ticketmaster account’s inventory”; that Concierge Live users can “integrate your
15 Ticketmaster accounts into Concierge Live.”; repeated references to a
16 “Ticketmaster integrated account inventory”; claims to a “Ticketmaster integration”
17 through which Concierge Live can “automate[] the mobile transfer from
18 Ticketmaster to the ticket requestor or attendees”; and representations that “[f]or
19 mobile tickets, ticket possession is automatically updated through Ticketmaster
20 integration.” (See **Exhibits A** through **Exhibit E**.)

21 194. Representatives of Concierge Live, including Basloe, have repeated
22 these above-described false representations directly to prospective customers,
23 including in connection with pitches and RFP processes involving Spotlight.

24 195. These representations are fraudulent and false. Concierge Live does not
25 have Ticketmaster integration. Spotlight is the exclusive ticket management
26 platform for Ticketmaster for the business event and corporate ticket management
27 category and is the only company that has Ticketmaster integration.
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1 196. Upon information and belief, Concierge Live may actually use a third
2 party intermediary and/or certain APIs provided by Ticketmaster in violations of
3 Ticketmaster's Terms of Use. Regardless of the method it uses, however,
4 Concierge Live is simply not integrated with Ticketmaster's platform.

5 197. Concierge Live knows that what it is doing is wrong. Concierge Live
6 knows that Spotlight is the exclusive ticket management platform for Ticketmaster
7 for the business event and corporate ticket management category and is the only
8 company that has Ticketmaster integration.

9 198. Ticketmaster itself has been forced to affirm to the marketplace that it
10 entered into an "exclusive partnership" with Spotlight/TicketManager, to stress that
11 Spotlight is the "only" Ticketmaster partner "who has integration with Ticketmaster
12 in the event and corporate ticket management market," and to warn consumers that
13 vendors like Concierge Live are "mis-representing ... capabilities they have with
14 Ticketmaster." (**Exhibit L** (emphasis in original).)

15 199. Concierge Live's acts have actually caused a disruption to Spotlight's
16 above-described economic relationships. As a direct result of Concierge Live's
17 actions, and as described above, Spotlight has lost business to Concierge Live due
18 to the latter's false representations during pitches and RFP processes involving
19 Spotlight. Even when Spotlight has won certain customer's business, it has been for
20 a reduced price due to Concierge Live's misrepresentations. Spotlight is also
21 currently engaged in ongoing pitches and in RFP processes involving Concierge
22 Live where Concierge Live's misrepresentations are actively causing harm to
23 Spotlight.

24 200. In addition to lost sales and revenue, these misrepresentations cause
25 Spotlight to suffer lost goodwill and harm to its reputation.

26 201. Concierge Live's conduct substantially caused this harm.
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202. The aforementioned conduct of Concierge Live was willful, oppressive, malicious, and/or fraudulent, thereby also justifying an award of punitive damages.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff Spotlight requests judgment against Concierge Live as follows:

A. Issue a preliminary and permanent injunction enjoining Concierge Live from representing that Concierge Live has integration with Ticketmaster's platform;

B. Issue a preliminary and permanent injunction enjoining Concierge Live from any further violations of the Lanham Act, California's Unfair Competition Law and California's False Advertising Law.

C. Issue a preliminary and permanent injunction ordering Concierge Live to remove from its website and any marketing materials any representations that Concierge Live has integration with Ticketmaster's platform;

D. Award Spotlight damages in an amount to be determined at trial;

E. Award Spotlight enhanced damages under the Lanham Act;

F. Award Spotlight punitive, special, and/or exemplary damages in an amount to be determined at trial;

G. Order disgorgement of Concierge Live's profits;

H. Award Spotlight its costs, attorneys' fees, and pre- and post-judgment interest; and

I. Enter any other relief that is just and proper.

DEMAND FOR JURY TRIAL

Spotlight hereby demands trial by jury for all causes of action, claims, or issues that are triable as a matter of right to a jury.

Dated: September 20, 2024

HUNTON ANDREWS KURTH LLP

By: /s/ Katherine Sandberg
Katherine Sandberg

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CERTIFICATE OF SERVICE

I hereby certify that on September 20, 2024, a true and accurate copy of the foregoing document was served upon all counsel of record via the Court's ECF filing system.

/s/ Katherine Sandberg

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